

Amendment No. 5

To

AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF CORRECTIONS  
AND CORRECT CARE SOLUTIONS, LLC  
FOR COMPREHENSIVE HEALTH CARE SERVICES

This Amendment is made this 26th day of May, 2010 by and between the Kansas Department of Corrections ("KDOC") and Correct Care Solutions, LLC ("CCS" or "Contractor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Comprehensive Health Care Services ("Agreement") dated December 23, 2004, and;

WHEREAS, said Agreement was amended on October 28, 2005 (Amendment No. 1), and on February 23, 2007 (Amendment No. 2), and on May 18, 2008 (Amendment No. 3), and on February 20, 2009 (Amendment No. 4), and;

WHEREAS, evolving medical technologies and inmate health issues present the need for certain adjustments and clarifications related to KDOC medical services and;

WHEREAS, the parties have determined that the Agreement requires amendment;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. All terms and conditions of the Agreement dated December 23, 2004 and amended on October 28, 2005 (Amendment No. 1) and on February 23, 2007 (Amendment No. 2) and on May 18, 2008 (Amendment No. 3) and on February 20, 2009 (Amendment No. 4) shall remain in full force and effect except as specifically amended herein;
2. Unless otherwise indicated, all provisions contained in this Amendment No. 5 shall be effective as of the date mentioned first above.
3. Effective July 1, 2010, with respect to contract section 4.10, Performance Guaranty, and contract section 4.11, Performance Bond, the total Guaranty requirement of \$3,000,000 will be reduced to \$1,000,000. A \$2,000,000 Letter of Credit issued by CCS to KDOC will no longer be required, and CCS will continue to provide KDOC with a \$1,000,000 performance bond, to be renewed annually at the beginning of each contract year for the duration of the contract.

4. Effective April 1, 2010 for the Topeka facility only, with respect to contract section 5.4.1, **Infirmary Services**, medication passes will be allowed to be performed at locations outside the infirmary without penalty to the Contractor.
5. Effective April 1, 2010, with respect to contract section 5.10.1, **Forensic Psychological Evaluation Process**, for the Topeka RDU facility only, the penalty timeframe for reporting timeliness shall be increased from 14 days to 21 days.
6. Effective April 1, 2010 with respect to contract section 5.10.1, for the Evening Mental Health coverage at the Lansing Correctional Facility only, the Contractor shall no longer be required to provide evening onsite mental health coverage. All mental health issues after routine day shift hours will be triaged as after hour services.
7. Effective April 1, 2010, with respect to contract section 5.10.9, **Second Chance Program for Women**, the Contractor will no longer be responsible to provide this program.
8. Effective April 1, 2010, with respect to contract section 5.11.2, **Release Planning**, the Contractor is hereby released from release planning responsibilities at WCF, NCF, ECF, and TCF as it relates to duties performed by the Release Planning position.
9. Effective April 1, 2010, with respect to contract section 5.13.5, **Accreditation**, the Contractor is hereby relieved of the responsibility of obtaining ACA and/or NCCHC accreditation until July 1, 2011. Contractor is also relieved of any penalties related to the cessation of the obtainment of NCCHC accreditation. Contractor shall remain in compliance with all health related ACA and NCCHC standards, and achieve reaccreditation at all Kansas sites with NCCHC no later than June 30, 2012.
10. With respect to contract section 5.13.9, **Health Care Equipment Fund**, the parties agree to increase the health care equipment fund by an annual amount of \$101,217 to result in a net annual payment amount to CCS of \$73,163 for the period of July 1, 2010 to June 30, 2011. The parties agree to increase the health care equipment fund to a total amount of \$288,708 for the period of July 1, 2011 to June 30, 2012 and to then increase all subsequent year equipment fund amounts by an inflation factor of 4.0% per annum.
11. As part of the not to exceed price outlined in section 21 of this contract, and with respect to contract section 5.15.3, **Contractor's Staff Development**, the parties agree that the related "Education Fund" annual amount shall be maintained at the current funding level of \$27,727 per annum for the period July 1, 2010 to June 30, 2011, and shall be a total amount of \$70,000 for the period July 1, 2011 to June 30,

2012, and shall increase each subsequent year thereafter by an inflation factor of 4.0% per annum.

12. As part of the not to exceed price outlined in section 21 of this contract, And; with respect to contract section 5.16.1, Minimum Staffing Plan Requirements, the parties agree to the following staffing reductions effective April 1, 2010:

12.a	Ellsworth Correctional Facility
12.a.1	1.00 FTE Certified Medication Aide
12.a.2	1.00 FTE Medical Records Clerk
12.a.3	1.00 FTE Discharge Planner
12.b	Eldorado Correctional Facility
12.b.1	1.00 FTE Certified Medication Aides
12.b.2	1.00 FTE Discharge Planner
12.b.3	1.00 FTE Activity Therapist
12.c	Hutchinson Correctional Facility
12.c.1	1.00 FTE Psych Nurse
12.c.2	2.00 FTE Certified Medication Aides
12.d	Lansing Correctional Facility
12.d.1	1.00 FTE Discharge Planner
12.d.2	1.00 FTE Activity Therapist
12.d.3	0.75 FTE MA/MSW
12.e	Larned Correctional Facility
12.e.1	1.00 FTE Activity Therapist
12.e.2	1.00 FTE Activity Director
12.f	Norton Correctional Facility
12.f.1	1.00 FTE Discharge Planner
12.f.2	0.10 FTE Dentist
12.f.3	0.10 FTE X-Ray Tech
12.g	Topeka Correctional Facility
12.g.1	1.50 FTE Certified Medication Aide
12.g.2	1.50 FTE Repository Clerk
12.g.3	1.00 FTE MHP 2 <sup>nd</sup> Chance Program
12.g.4	1.00 FTE MHP RDU
12.g.5	1.00 FTE Discharge Planner
12.h	Winfield Correctional Facility
12.h.1	1.00 FTE LPN
12.h.2	0.50 FTE Discharge Planner

12.i Kansas Regional Office  
12.i.1 1.00 FTE DON

13. As part of the not to exceed price outlined in section 21 of this contract, And; with respect to contract section 5.16.1, Minimum Staffing Plan Requirements, the parties agree to make the following staffing additions effective July 1, 2010:

13.a Norton Facility, Stockton location 1.00 LPN  
13.b Regional Office: 1.00 RMHC

14. As part of the not to exceed price outlined in section 21 of this contract, And; with respect to contract section 5.16.1, Minimum Staffing Plan Requirements, the parties agree to make the following staffing additions effective July 1, 2011:

14.a Hutchinson Correctional Facility: 2.00 CMAs  
14.b Topeka Correctional Facility: 1.00 Repository Clerk  
14.c Topeka Correctional Facility: 0.50 Mental Health Professional  
14.d Winfield Correctional Facility: 1.00 LPN  
14.e Regional Office: 0.40 Regional Director of Nursing  
14.f Regional Office: 1.00 QI Coordinator

15. Effective April 1, 2010, with respect to contract section 5.17.4, Inoculations/ Vaccinations, the Contractor is hereby relieved of the cost and responsibility of providing infectious disease inoculations (including but not limited to Hepatitis B and Influenza vaccines) to the KDOC staff. KDOC TB prevention functions will remain as part of the Contractor responsibilities. In addition, the Contractor is hereby relieved of the responsibility of providing fit testing for officers on an annual basis. Fit testing for officers and health care staff will be completed by the contractor on an as needed/ just in time basis if a clinical case requiring fit testing occurs.

16. Contractor's Staffing Summary as attached and dated May 25, 2010 contains the staffing plan for this contract. That Staffing Summary supersedes all earlier Staffing Summaries submitted by Contractor during negotiations and is controlling.

17. No staffing or performance penalties shall be imposed on Contractor related to any of the staffing reductions or performance adjustments referenced in this Amendment #5, thru the contract period ending June 30, 2012. The parties agree that should any position(s) contained in such staffing reductions be reinstated at any time, then the Contractor will at the effective date of such reinstatement be

immediately subject to any staffing or performance penalties related to such reinstated positions.

18. The parties also hereby exercise the option to extend the term of this contract for the two-year extension period of July 1, 2010 thru June 30, 2012, subject to appropriation from the Kansas State Legislature. The contract term is hereby extended from July 1, 2014 thru June 30, 2018, and shall be subject to appropriation from the Kansas State Legislature. The term from July 1, 2012 to June 30, 2018 shall consist of three (3) two-year extensions, by written negotiated agreement of the parties as to each such two-year extension, and it is agreed between the parties that any such negotiations shall be in good faith and premised on Contractor's November 15, 2004 Cost Proposal, as corrected, contained in Contractor's Bid Proposal relative to those three two-year extensions.

19. Payments -- The not-to-exceed figures to each potential fiscal year of this contract are hereby amended and shall be the following amounts:

FY 2011	\$46,523,062
FY 2012	\$48,701,116
FY 2013	\$50,649,161
FY 2014	\$52,675,127
FY 2015	\$54,782,132
FY 2016	\$56,973,418
FY 2017	\$59,252,354
FY 2018	\$61,622,449

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 on the dates indicated below:

KANSAS DEPARTMENT OF  
CORRECTIONS

By: 

Roger Werholtz  
Secretary of Corrections

Date: 6/18/10

CORRECT CARE SOLUTIONS, LLC

By: 

Jerry Boyle  
President and CEO

Date: 6/30/10

DIVISION OF PURCHASES

By: 

Chris Howe  
Director of Purchases

Date: 7/2/10

# KBOOC STAFFING PLAN 5-28-10

CORRECT CARE SOLUTIONS

approved 5-28-10

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## CCS CONTRACT - FISCAL YEARS 2011 AND 2012

Base Contract Amount - FY 2011	49,297,186
Contract Reduction - Services (this amount excludes a reduction of \$196,000 for additional vacancy savings and penalty deductions).	(3,673,124)
Add back for services funded by one-time budget savings reappropriated from FY 2010 (originally, CCS proposed a FY 2011 add back of \$1 million).	550,000
Additional position for reopening Stockton Correctional Facility (SCF)	59,000
Forensic psychologists (the amount of \$270,000 added by the Legislature has been increased by \$20,000 for overhead and profit).	290,000
<b>FY 2011 Contract Amount</b>	<b><u>\$ 46,523,062</u></b>
Balance of one-time addback (including the 2011 amount, the total equals \$867,132 instead of \$1 million).	317,132
Increase of four percent (3% for CPI and 1% for services)	<u>1,860,922</u>
<b>FY 2012 Contract Amount</b>	<b><u>\$ 48,701,116</u></b>

Not to-exceed contract amount for fiscal years 2013-2018 based upon an increase of four percent (3% for CPI and 1% for services) over the amount for the previous fiscal year.

The amounts for the extension years 2015-2018 total \$232,630,453, \$2,179,421 more than amount approved by the Division of Purchases—this increase reflects contract additions made after the original approval was granted.

The FY 2011 contract amount will require additional funding of \$79,000—\$59,000 for SCF and \$20,000 for forensic psychologists.

The FY 2012 amount will require a base budget increase of \$2,807,054 (\$550,000+\$59,000+\$20,000+\$317,132+\$1,860,922). Given our commitment to CCS, this increase will not be included in the FY 2012 budget as an enhanced funding request, but rather it will be included in the allocated resources budget, thereby requiring reductions elsewhere within the budget.